

Denver CSD

Denver EA

7/1/2005 6/30/2007

DENVER COMMUNITY SCHOOL

2005-2006

**NEGOTIATIONS
AGREEMENT**



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ARTICLE I: PREAMBLE

The Board of Education, hereinafter, referred to as the "Board" and the Denver Education Association, hereinafter referred to as the "Association" recognize the aim of the Denver Schools is to provide a quality educational program for the students of the school district. It is hereby recognized that the attainment of this goal is a mutual responsibility of the Board, the administrative staff, the members of the professional staff, the parents of the students and the community of the patrons.

Whereas, the Board and the Association have agreed to negotiate in good faith and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE II: RECOGNITION

A. Unit

The Board hereby recognizes the Denver Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining representative for all personnel, as set forth in the PERB certification instrument (Case No. 370) issued by the PERB, whether under contract, either verbal or written, on leave, or on a per diem, hourly or per diem, hourly or class rate basis, employed or to be employed by the Board of Education of the Denver Community School District.

The unit described in the above certification is as follows: All professional full-time and part-time teachers, guidance counselors, librarians, and school nurse. It excludes administrators and support staff.

B. Definitions

1. The term "Board", as used in this agreement, shall mean the Board of Education of the Denver School District or its duly authorized representative.
2. The Association shall provide the Superintendent, in writing, the names of one (1) representative and one (1) alternate representative from each of the following departments:
 - High School/Middle School Building
 - Elementary Building
3. The term "employee", as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employees Relations Board.
4. The term "Association", as used in this agreement, shall mean the Denver Education Association or its duly authorized representative or agents.
5. The term "Day", as used in this agreement, shall mean calendar days unless otherwise specified.
6. Year of Service is defined as employment in the Denver Community School District for ninety-six (96) contract days or more in one school year.
7. Seniority is defined as the length of continuous service in the Denver Community School District.
8. The term "building principal" as used in this agreement shall be inclusive of all principals assigned to that building.

ARTICLE III: GRIEVANCE PROCEDURE

A. Definitions

A grievance shall mean a claim by an employee or group of employees or the Association's representative or its president on behalf of an employee or group of employees that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement.

Any grievance not carried to the next step of the grievance procedure by the employee within the time specified shall be settled on the basis of the last answer given by the Employer. Any written grievance not answered by the Employer within the time specified shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement, in writing, by the parties.

If a grievance occurs at the end of the school year such that there is insufficient time to process the grievance before the school year ends, the time limits set forth in this procedure shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

B. Procedure

1. Level One

Any employee having a grievance shall attempt to adjust the matter with his/her building principal within ten (10) school days of occurrence or ten (10) school days of discovery of occurrence.

2. Level Two

A grievance which is not settled at Level One shall be placed in writing within five (5) school days of meeting with the building principal and signed by the aggrieved employee and presented to the building principal for his/her decision in writing, which shall be given within five (5) school days.

3. Level Three

If the grievance is not settled satisfactorily at Level Two, it shall be appealed to the Superintendent or his/her designated representative within five (5) school days. The Superintendent or his/her designated

representative shall then meet with the aggrieved employee and his/her representative within five (5) school days of receiving appeal. The Superintendent or his/her designated representative shall give a written answer within ten (10) school days after the Level Three meeting.

4. Level Four

If the grievance is not resolved satisfactorily at Level Three there will be available a fourth level of impartial, binding arbitration. The individual may submit with a written notice to the Superintendent, a request for arbitration within five (5) school days from the receipt of the third level answer.

The arbitration proceeding shall be conducted by an arbitrator to be mutually selected within ten (10) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) school days, the Public Employment Relations board will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one (1) name at a time from the panel until only one (1) shall remain. The remaining name will be the arbitrator.

The decision of the arbitrator will be binding on the parties. Expenses for the arbitrator's services shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring same.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to; him/her in writing by the Employer and the grievant, and his/her decision must be based solely on his/her interpretation of the meaning or application of the express language of the Agreement.

It is expressly agreed and understood that no employee or employee organization shall have the right to compel arbitration of a grievance without written consent of the other.

C. General

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of the grievant.
2. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated representative.

3. By mutual agreement of the Association and the Employer, the aggrieved employee may be excused from the proceedings past Level One.
4. The Board agrees to furnish the Association readily available information which may be relevant to the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.
5. The Board shall provide copies of grievances and responses to grievances to the Association.

ARTICLE IV: ASSOCIATION RIGHTS

A. Use of Facilities

The Association and its members shall have the right to make use of school buildings, facilities and equipment. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The principal of the building shall be notified of the time and place of all meetings in advance and must approve the same. Designated equipment may only be used on school property.

B. Communications

The Association shall have the right to post notices and use the in-school mail service and employee mail boxes for Association official business, notice of meetings and recreational and social affairs.

C. Access to Members

The Superintendent shall grant permission to duly authorized representatives of the Association and their respective affiliates to transact official Association business on school property at times not interfering with contractual obligations.

A bulletin board will be provided for such purpose in each school building.

D. Board Meetings

The Association may be placed on the agenda of any board meeting the same as any group or individual, by notifying the Superintendent, of any matter it wishes to bring before the board. The Association will be notified of its time on the agenda prior to the meeting.

ARTICLE V: DUES DEDUCTION

A. Authorization

Any employee who is an eligible member of the Association may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Schedule C.

Such individual authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular monthly salary check of the employee for ten (10) months, beginning in September and ending in June of each year.

C. Pro-rated Deduction

Employees who begin dues deduction after September shall have the total dues pro-rated on the basis of the remaining months of employment through June.

D. Termination

The Association is solely responsible for collecting all money due the Association from the terminating employee.

E. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following the final pay period of each month, and a listing of the employees for whom deduction was made.

ARTICLE VI: OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee the following remittances:

Annuities - savings bonds - insurance approved by the Association and the Board, or other programs jointly approved by the Association and the Board.

Annuity companies and the amount of the annuity cannot be changed after October 1 of the current school year.

Employees hired after July, 2003 and employed henceforth, may only select one annuity company.

LEAVE PROCEDURES

1. Requested leaves cannot be changed after 8 A.M. the day the leave begins.
2. The leave form must be filed, in the appropriate office, within two working days of the employees return to work.
3. An employee must use his/her personal leave days before being granted leave without pay.

ARTICLE VII: SICK LEAVE

A. Eligibility - Days

All employees will be granted a leave of absence for consecutive years of employment for employee illness, injury or pregnancy with full pay in the following amounts:

1st year of employment	-	10 days
2nd year of employment	-	11 days
3rd year of employment	-	12 days
4th year of employment	-	13 days
5th year of employment	-	14 days
6th year of employment	-	15 days
and subsequent years	-	15 days

Sick leave for less than one day shall be calculated on one (1) hour increments, any fraction thereof counting as one (1) hour.

B. Accumulation

The unused leave days shall be cumulative to a maximum of 105 days for full time employees.

C. Qualifications

Sick leave shall be approved for an employee who is absent for the following reasons:

1. The employee's illness or injury not compensated by Workers Compensation.
2. Sick leave shall be approved for an employee who is absent for medical and/or dental appointments that cannot be scheduled outside the normal working day.
3. Annual physical examinations cannot count as sick leave.

D. Procedure

The employee shall submit a leave request form (Schedule B). For absences of over five (5) consecutive school days, the employee shall also submit a completed attending physician's statement.

The Board's representative will notify the employee of approval or disapproval of the request. In the event the request is disapproved, the reasons shall be stated.

The Board's representative reserves the right to consult with the employee's attending physician and/or request the employee to submit to an examination by a physician of their choice, paid for by the Board, for the following reasons:

1. To obtain necessary information for fair and impartial administration of sick leave pay.
2. To obtain a physician's opinion regarding an employee's mental or physical condition to continue active duty.
3. To obtain a physician's release prior to permitting an employee to return to active duty.

E. Effect of Workers Compensation Benefits

An employee receiving Workers Compensation benefits will have a deduction from his/her accumulated sick leave in proportion to the amount of Workers Compensation benefits received.

If an employee elects to receive sick leave pay to compensate the difference between Workers Compensation benefits and the employee's normal day's pay, a full deduction from accumulated sick leave will be made.

ARTICLE VIII: PAID LEAVE OF ABSENCE

A. Personal Leave

1. As of the beginning of each school year, employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay.

- a. Personal - At the beginning of every school year, each employee shall be credited with three (3) days to be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his/her principal at least one (1) day in advance, except in cases of emergency.

1. Definition

- a. Day, for this article, shall be defined as 7 3/4 hours, with exception when the administration shortens the school days due to emergency conditions. The time spent in school will constitute a full day and employees on leaves will be charged with a full day leave.
- b. Personal leave for less than one day shall be calculated in one half hour increments with one forty-five (45) minute period allowed, any fraction thereof counting as an entire increment.
- c. **Buy back**
Unused paid personal leave days shall be paid at the determined rate of pay as determined by the Board of Education for a substitute teacher on the June payroll. These are calculated in increments of not less than one half (1/2) hour.

b. Limitation

- 1. The number of employees eligible for personal leave on any contractual school day shall be limited to 10% of employees under this agreement. Eligibility shall be determined by the date of request.

B. Jury and Legal

1. An employee called for jury duty or who is subpoenaed to appear in judicial proceedings and who is not a party to the judicial proceedings during school hours shall be paid the difference between his or her regular rate of pay and pay received for such appearance. The employee must furnish the Board with dates, time and pay received for jury duty certified by the Clerk of Court and/or written certification by a member of the legal profession, required attendance for unpaid judicial proceedings.
2. The employee shall notify his or her immediate supervisor the first school day following notification of required attendance for jury duty or judicial proceedings.
3. The employee shall report for duty in the event of early release from jury duty and/or judicial proceedings.

C. Professional Leave

1. Each employee shall have one (1) day annually without loss of pay to attend a workshop or seminar designed to improve his/her professional abilities:
 - a. Can be in a teaching discipline, general education area or in co-curricular areas.
 - b. The request and budget shall be submitted to the employee's principal at least two (2) weeks in advance for approval.
 - c. The absence must not create an undesirable disruption of the educational process.
 - d. There is a limit of one (1) day of co-curricular leave.
2. A professional day may be taken in one-half day increments but under no circumstances can more than two days be taken.
3. Upon submission of evidence of legitimate expenditures, such employees shall have available not more than \$200.00. Legitimate expenditures shall include registration fees, lodging, food and transportation costs to be reimbursed at IRS rate per mile.

4. A second professional day may be taken at the discretion of the principal.
5. In the event it can be evidenced that a workshop or seminar is not available to provide a particular skill, a program of visitation may be submitted to the principal for approval. The employee shall submit a written follow-up of the visitation results if the program is approved.
6. Appointees to a State Organization of academic, co-curricular, or athletic in nature shall be granted one (1) day per year without loss of pay or loss of personal leave to attend scheduled meetings.

D. Bereavement

1. Leave for the death of an individual defined herein:
 - a. Up to five (5) contract days for leave shall be granted in the event of the death of an employee's spouse, child, step child, mother, mother-in-law, father, father-in-law.
 - b. Up to three (3) contract days for leave shall be granted in the event of the death of an employee's son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, sister-in-law, stepparents, grandparents, and spouse's grandparent.
 - c. One (1) day shall be granted in the event of the death of an employee's aunt, uncle, niece, or nephew.
 - d. Employees released with pay for attendance of a funeral of an employee, members of an employee's immediate family or students shall be at the discretion of the Superintendent.
 - e. One (1) day per employee per year shall be granted to attend the funeral in the event of the death of an employee's friend, which, if unused, may accumulate to a maximum of two (2) days for any one year.*

* The number of employees eligible for friend bereavement for any contractual school day shall be limited to 10% of employees under this agreement. Eligibility shall be determined by the date of request.

E. Family Illness

1. A family is defined as spouse, child, step child, mother, mother-in-law,

father, father-in-law, stepparent, brother and sister.

2. Four (4) days per year for emergency illness of family member. To be taken in not less than one-half day increments. Non-accumulative.
3. A family illness shall not include the following:
 - a. Routine dentist appointments.
 - b. Routine exams by an orthodontist, dermatologist, obstetrician, pediatrician, medical doctor, etc.
 - c. Physicals.

F. Selective Service Physical

1. Employees called for selective service physical examinations shall be excused without loss of pay for such purposes.

G. Military

Military leave and reinstatement shall be as provided by state and federal law.

H. Association Functions

Two delegates shall be allowed to attend the annual two-day Delegate Assembly. Notification for attendance shall be submitted at least one (1) week in advance.

ARTICLE IX: UNPAID LEAVES OF ABSENCE

A. Public Office

1. An employee upon written notice to the superintendent sixty (60) calendar days prior to the first (1st) school day of the beginning of a school year shall be granted a Leave of Absence, without pay and without fringe benefits, for the first (1st) semester of the school year for the purpose of campaigning for and/or serving in a public office.
2. Insured Fringe Benefits - The employee may continue the insured fringe benefits as allowed by the companies providing coverage (health and accident, disability, income protection and life insurance) by making the premium payments to the office of the superintendent on or before the first (1st) day of each month. Failure to make said payments shall disqualify the employee from the insured fringe benefits.
3. Return Rights
 - a. An employee who has notified the superintendent of his/her intent to return to active employment sixty (60) calendar days prior to expiration date of his or her leave of absence shall be returned to active duty the first (1st) school day following the expiration of said leave of absence or at an earlier date by mutual agreement of the board.
 - b. The employee shall be returned to his or her contractually assigned full-time duties and placed at the same position on the salary schedule, fringe benefit schedule, and maintain the same seniority as he or she would have accrued had he or she been an active employee.

B. Educational Improvement

1. A leave of absence, without pay and without fringe benefits, may be granted by the superintendent upon written request sixty (60) days prior to the beginning of the school year for the purpose of engaging in study at an accredited college or university. Said leave of absence shall not exceed one full year and commence and end with a school year. An exception of one semester may be granted with mutual approval.

2. Insured Fringe Benefits

The employee may continue the insured fringe benefits as allowed by the companies providing coverage (health and accident, disability, income protection and life insurance) by making the premium payments to the office of the superintendent on or before the first day of each month. Failure to make said payments shall disqualify the employee from the insured fringe benefits.

3. Return Rights

a. The employee shall be returned to active duty subject to the following provisions.

1. The return date shall be the first scheduled school day following the expiration date of the leave of absence.
2. The employee has notified the board of his or her intent to return to work by April 1 prior to the school year of return in the case of a full year's leave and if a second semester leave or thirty (30) calendar days prior to the start of the semester in the case of a first semester leave.
3. The employee shall be placed on the same salary schedule and fringe benefit schedule as of the beginning of his/her extended leave. Said employee shall not accumulate seniority during the leave.

C. Unpaid Personal

1. Employees who have exhausted their **paid** personal leave days shall be granted up to four (4) unpaid days in any school year. Additional days may be granted at the discretion of the superintendent.
2. **Unpaid personal** days can only be taken in full day increments and are non-accumulative.
3. The reason, the amount of time off and the amount of pay deducted shall be documented and become a part of the employee's employment record.
4. Fringe benefit costs shall be deducted after four working days.

5. It is mutually agreed that the employee's request for **unpaid personal** days shall not be granted, unless, the employee has requested time off at least one (1) day in advance.
6. **Limitations**
 - a. The maximum number of employees that may be off at one time for **unpaid personal days** and/or paid personal leave days shall be limited to 10% of the employees under this agreement. Eligibility shall be determined by the first person to sign up.
 - b. Prior to/or following holiday periods, requests shall be submitted at least one week in advance of the holiday or holiday period.

D. Family Medical Leave Act

The provisions of the Family Medical Leave Act are hereby incorporated into this agreement by this reference. This inclusion shall in no way reduce or adversely impact any other provisions of this Agreement.

ARTICLE X: PROFESSIONAL GROWTH AND EVALUATION PROCEDURE

A. Staff Evaluation

Each school year, employees shall be presented with the evaluation procedures and instruments. No evaluation shall take place until such orientation has been completed. Orientation will be completed by September 15.

B. Tier One

Teachers in their first or second year of the profession, or career teachers, who are in their first year of teaching for the District, shall be considered Tier 1 teachers. The cycle for Tier 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of three formal observations. At least one of the formal observations shall also include a pre-observation conference and post-observation conference between the evaluator and teacher. Teachers in Tier 1 will be involved in a minimum of one summative conference in year one. The summative conference shall be conducted by April 15 and documented as required by the State of Iowa. In year two (year one for career teachers new to the District), teachers in Tier 1 will be involved in a comprehensive review on or before April 15.

C. Tier Two (Career Teachers)

Tier 2 is for licensed teachers who have earned regular teaching licenses. A teacher in their third year of probation pursuant to the Iowa Code shall be evaluated using the same methods as in Tier 1. A teacher new to the District will face one (1) year probation and shall be evaluated using the same methods as in Tier 1. For all others, a three year evaluation cycle will be established by the evaluator.

During year one of the cycle, each staff member shall create an individual career development plan linked to the District's career development plan. Plans must be submitted to the evaluator by October 1 of year one. Modification of the plan can be made at any time by mutual agreement.

During year one and year two of the cycle, the evaluator and teacher shall meet by April 15. During this meeting, the teacher and evaluator shall discuss the progress of the teacher on the Individual Career Development Plan and on the Iowa Teaching Standards and Criteria.

The evaluator shall formally observe the teacher a minimum of at least one time in year three of the cycle. At least one formal observation shall include a pre-observation conference and a post-observation conference between the evaluator and teacher. The post-conference must be no later than ten (10) school days following the observation.

All observations will take place between October 1 and April 15. All formal observations shall be for a continuous length of time no shorter than 30 minutes.

In year three, the completion of the Individual Career Development Plan will occur. A written review will be completed by the evaluator after both the teacher and evaluator have met regarding the teacher's progress and outcomes on the Individual Career Development Plan. In addition, a three year summative review will be conducted by the evaluator. The teacher shall provide the evaluator evidence linking artifacts to the Iowa Teaching Standards and Criteria. The evaluator's written comments shall be reviewed at the post-conference. The evaluator and teacher shall sign and date the comments after given the opportunity to review the comments and date the comment sheet. The teacher signature does not necessarily mean agreement with the comments. The teacher shall be provided a copy of the comments. By April 15 of the third year of the cycle, the evaluator shall make one of the following recommendations to the Superintendent:

- (1) The teacher has demonstrated growth in the goal areas and no change is recommended to the teacher's continuing contract.
- (2) The teacher has not demonstrated growth in the goal areas and as determined by the evaluator to be in need of intensive assistance. Intensive Assistance shall be provided for a period of a minimum of one (1) month and not to exceed six (6) calendar months. A summative review will be scheduled near the completion of Intensive Assistance.

D. Right to Grieve

An employee may grieve the substance of an evaluation as being arbitrary and capricious. A probationary employee may not grieve an evaluation.

E. Appeal for Evaluation Used to Discipline

1. Dismissal recommendation - procedures as defined by law.
(Code of Iowa 279.15-279.18).

F. Personnel File

1. Each employee shall have the right to review the contents of his/her personnel file upon request. A representative of the Association, at the employee's request, may accompany the employee in this review.

Each principal may maintain a working file in his/her office. Contents of the working file must be initialed and placed in personnel files to be valid in

termination proceedings. Personnel files will be maintained in the Superintendent's office and shall include all official documents relating to the employees.

2. The employee shall have the right to respond in writing to all materials contained in said file in the future. Such employee responses shall become part of said file.
3. Any complaints directed toward an employee which are placed in his/her personnel file are to be promptly called to the employee's attention in writing.
4. All materials in the file shall be dated.
5. The employee shall have the right to reproduce any of the contents of his/her file.

ARTICLE XI: VOLUNTARY TRANSFERS

A. Definition

The transfer of an employee to a different assignment, grade level, subject area or building shall be considered a voluntary transfer.

B. Notification of Vacancies

1. The superintendent **shall post a list of vacancies, in each buildings office**, which occur during the school year and for the upcoming school year upon knowledge of vacancies **and deliver a copy to the Association president.**
2. Employees who desire a posted vacancy must file a written request with the Superintendent within five (5) school days of the posting during the school year, within ten (10) calendar days of the posting during the summer period prior to July 15, and within five (5) calendar days of the posting on and after July 15.
3. Reassignments shall be posted as soon as practical.

C. Criteria

1. In the determination of requests for voluntary transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirement of the school system. If more than one employee should apply for the same position, the determination shall be made on the basis of:
 - a. Certification as determined by the degree granting institution in either:
 1. Grades K-5.
 2. DOE endorsement or approval in grades 6-12.
 - b. Seniority:
 1. Seniority ~~is~~ determined by the length of continuous service in the Denver School District.
 2. If several employees have equal length of service,

then the date of the employee's current continuous contract shall be the factor determining seniority.

- c. Evaluation in the Denver School District
- d. Graduate hours in teaching field.

ARTICLE XII: INVOLUNTARY TRANSFERS

- A.** No position shall be filled by means of involuntary transfer or reassignment if there is an equally qualified volunteer available to fill said position.
- B.** Notice of involuntary transfer shall be given in writing to employees as soon as practical.
- C.** In the event more than one employee is qualified as defined under Article XI, Criteria, the senior employee shall have rejection rights.
- D.** In the event that a teacher is involuntarily transferred to a new position and the original position should become open within the next two years, the teacher shall have the right to transfer back to the original position before the position is opened to bids within the system.

ARTICLE XIII: EMPLOYEE WORK YEAR

A. Contract Year

The contract year for regular full time employees shall consist of 195 days which includes 180 teaching days plus eight (8) required attendance days plus seven (7) holidays.

The in-school work year of 188 days shall include days when pupils are in attendance and any other days on which employees attendance is required. Adjustments may be made to allow for unusual weather conditions or emergencies but shall not be greater than 188 days.

B. Non-paid Evenings

Four non-paid evenings during the year will be allowed with restrictions as follows:

1. If they exceed four hours in length, the employee will be compensated at a rate of \$15.00 per hour for each hour beyond four (4) hours or a fraction of \$15.00 per hour, based on major fraction of one-half (1/2) hour.
2. Such assignments can be for open houses, elementary physical education or music nights, school sponsored class activities as sponsors. An employee will be notified of attendance at a paid evening at least two weeks in advance.
3. Other reasons for such evening assignment must be mutually agreed upon in advance.
4. The fourth evening shall only be used for those staff members requested by the Board to present curricular information at a scheduled Board information meeting. A two-week notice shall be given to involved employees.
5. If an employee misses a required evening event, a leave must be taken.

C. In the event employee attendance is required when students are not in attendance due to emergency conditions, such day shall be applied to one of the eight (8) required attendance days.

D. The seven (7) holidays are Labor Day, Thanksgiving Day, the day following

Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day.

ARTICLE XIV: EMPLOYEE HOURS AND LOAD

- A.** The total in-school workday, exclusive of paid extra-curricular assignments shall consist of 465 minutes. The normal school days shall be 7 3/4 hours, normally scheduled from 8:00 a.m. to 3:45 p.m.
- B.** On Fridays and days preceding holidays, employees shall be permitted to leave after the buses have gone from their assigned building.
- C.** **The six (6) hour parent-teacher conference shall be scheduled at the discretion of the building principal.** The Friday following conferences shall be a non-student day. Teachers shall be permitted to leave the building between the time school is dismissed and the conferences begin.
- D.** Teachers may be required to extend the school day for the following reasons: committee meetings, parent conferences, staff meetings, and in-house substituting. The time spent in such duties may be given back to the employee in fifteen (15) minute increments and can only be used before 8:00 a.m. or after 3:00 p.m. The employee has the option to accumulate these minutes and be reimbursed for unused minutes at the rate of \$15.00 per hour at the end of the school year.
- E.** All certified employees shall have a daily, duty-free lunch period of at least twenty-five (25) minutes.
- F.** Employees may be required by their building principal to be in attendance for meetings or other reasons prior to 8:00 a.m. or after 3:45 p.m. A.M. sessions will not convene prior to 7:30 a.m. Required attendance by employees before 8:00 a.m. or after 3:45 p.m. will not exceed 60 minutes per month. If possible, employees will be given one week notice. No additional compensation will be given for these meetings.
- G.** Educational field trips shall be approved in advance by the principal. Field trips at the administration's request shall involve the following additional compensation if the employee is required to work outside the normal school day.
 - 1. Approved food and/or lodging expenses when requested.
 - 2. Hours outside the normal school day will be compensated at the rate of \$15.00 per hour, not to exceed \$116.25 in any 24-hour period.

H. Under unusual circumstances (one period absence of instructor, high school staff absenteeism, lack of substitutes, etc.), employees may be assigned professional duties during their **planning** time. Said employee shall be compensated at the rate of \$15.00 per hour, based on major fractions of one-half (1/2) hour.

I. Teaching Load

All teachers shall be guaranteed a minimum of 215 minutes of planning time during a regular five (5) day week.

J. Extra Period Compensation

If an employee is required to use his/her preparation time to teach an additional assignment, the employee shall be compensated at the rate of 12.5% of their salary. (Based on an 8 period schedule.)

ARTICLE XV: EMPLOYMENT AND ASSIGNMENT

A. Certification of Employees

The superintendent shall report to the Association in writing the certification and degrees held, major and minor fields of study and prior experience of each new teacher if requested by the Association.

B. Assignment of Employees

Notification of Staff

Each employee shall be given written notice of his salary schedule placement, tentative class and/or subject assignments, and tentative room assignments for the forthcoming year not later than the end of the school year or at issuance of contract if employed later. The tentative assignments shall be subject to reassignment procedures (Article XVI, Section B, Number 1, Letters a and b) if necessity dictates.

C. Additional Assignments

If in the Board's opinion, it is necessary to make assignments in addition to the normal teaching schedule, the Board will attempt to find a qualified volunteer. If there are no qualified volunteers, the Board shall have the right to assign the work.

ARTICLE XVI: REDUCTION OR REALIGNMENT OF STAFF

A. The District shall retain the right to determine when reduction or realignment is necessary.

1. The number of positions to be eliminated.
2. The number of employees to be reduced.

B. Order of Staff Reduction

1. An employee with the most seniority in grade K- 5 or, subject area 6-12 has the option of replacing the least senior employee in their reduction "pool", under the following conditions:
 - a. If in K-5, the reassignment exceeds two grade levels from the current assignment, the employee must complete accredited college training, as approved by the administration, prior to assuming the new assignment. The exception to this would be in a grade level that exceeds two levels from their prior assignment in the last five (5) years. In that instance, the employee has bumping rights in that prior grade level.
 - b. If in 6-12, the employee must have approval or endorsement in all areas of the new assignment (within their current subject areas) prior to assuming the new assignment. The exception to this restriction to current subject area would be in the case of an employee who has taught in another subject area during their employment by the Denver Schools. In that instance, the employee has bumping rights in that prior area of employment if they have taught the new assignment within the last five (5) years in the Denver Community School District.
 - c. The following year contract will be held in abeyance until requirements of this article are met.
 - d. An employee may also replace the least senior employee in a separate reduction "pool" provided they have prior teaching experience in that "pool" at Denver within the last five (5) years.
2. Employees not meeting the requirements of this article or refusing reassignment will be laid off.

3. In no case shall an employee being reduced have options other than these stated in this article.
4. In cases of equal seniority, the criteria to be applied breaking ties will be determined by the employment date, graduate hours and evaluation.

C. Recall Rights

1. A time period of two (2) years shall exist for eligibility for recall.
2. The following order shall exist for recall:
 - a. Certification for the position.
 - b. Seniority as defined in number 1a. and 1b of this agreement .
3. Notification
 - a. Written notice by certified mail to the last known address of the employee and to the president of the Association.
 - b. The employee shall be responsible for providing the superintendent with his/her current address and any changes in the employee's certification.
 - c. The employee must reply within ten (10) days of receipt of certified letter. Failure to do so will result in loss of recall rights.
 - d. Refusal to return negates the employee's recall rights.
 - e. An individual that has not completed two (2) successive years in the Denver School system shall not have recall rights.

D. Notification

The administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction or realignment no later than April 30 preceding each school year. Such notice shall include specific written reasons for reduction or realignment of staff.

E. Resignations and Terminations

Any employee who volunteers for layoff for reasons of staff reduction or realignment in his/her curricular area, or is laid off, shall be accorded the recall

rights provided by this policy unless specifically waived in writing. The Board shall annually provide the Association with a current list of those employees who have retained such rights provided by this policy.

ARTICLE XVII: HEALTH PROVISIONS

A. New Employees

1. New employees shall provide evidence of physical fitness to perform duties assigned and freedom from communicable diseases prior to their first day of active employment.

B. Continuing Employees

1. As required by state law, continuing employees shall provide evidence of physical fitness to perform duties assigned and freedom from communicable disease prior to their first day of employment every third year of their continuous employment. Said evidence shall be a statement from a licensed physician.

In the event the physical form isn't filed with the Board Secretary by October 1 of the current school year, the employee's salary will be withheld until such time that the physical form is properly filed.

2. Employees may have their physical examination by a physician of the Board's choice at Board expense. If the employee options a physical by their own doctor the following will prevail:
 - a. The employee will get a physical form as approved by the Board from the Secretary of the Board. (Schedule E)
 - b. The employee shall receive up to \$25.00 of co-payment costs. Evidence of such payment must be filed with the board secretary.
 - c. An employee, when a proven reactor to the TB skin test, shall be permitted the X-ray diagnosis at the Board's physician; at the Board's expense.

ARTICLE XVIII: WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule I, which is attached hereto and made a party thereof.

B. Placement on Salary Schedule

Present employees will be allowed the advancement as defined in Part C of this article from their present employment placement on the schedule.

Reassignment procedures shall not affect an employee placement on the schedule. New employees shall receive credit for up to ten years experience. Returning former employees shall be treated the same as a new employee with regards to prior experience.

C. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one increment or vertical step for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Denver District for ninety-eight (98) contract days or more in one school year.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he or she shall file suitable evidence of additional educational credit with the superintendent no later than September 1 of the current school year. The MA lane shall be recognized only for the MA in the present teaching field.

- a. This credit shall be granted by an accredited college toward a declared major.
- b. If not toward a declared major it must be designed to improve the teacher in the teaching field assigned and must be approved in advance by the superintendent.

D. Method of Payment

1. Pay periods

Each employee shall be paid in 12 equal installments. These payments shall be received on the 2nd Friday of each month.

Employees shall receive their statements at their regular building unless otherwise agreed upon.

2. Exceptions

- a. When a pay date falls on a holiday as defined, the pay shall be on the last working day preceding the holiday.

3. Summer checks

Summer checks, other than for summer school teachers, may be mailed to the address designated by the employee.

4. Upon termination of contract, the former employee will have the option to receive the remainder of his/her contractual pay on the last day of service or at the current schedule of payment.

E. Assignment and Contract Rate

The salary schedule is based upon the normal teaching load as defined in this agreement. Exceptions are noted in this agreement.

ARTICLE XIX: SUPPLEMENTAL PAY

A. Supplemental - Curricular Duties

1. Summer School

Pay shall be based on the salary schedule, pro-rated according to the corresponding time spent teaching.

2. Driver Education

Pay shall be based at the rate of \$150.00 per student for the employee responsible for classroom and driving and \$120.00 per student for the employee responsible only for driving.

B. Co-Curricular Activities

1. Approved Activities

The Board and the Association agree that the co-curricular activities listed in Schedule II are official school-sponsored activities covered by school insurance.

2. Rates of Pay

Employee participation in co-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Schedule II, which is attached hereto and made a part thereof.

3. Employee participation in co-curricular activities which requires the CPR certification will have the appropriate class fees and the American Heart Association certificate fees paid by the Board.

C. Extra Duties

1. For any duties thus assigned, the employee shall receive \$15.00 per hour. If said duty takes them from the school site it shall be based on the time the school vehicle leaves the Denver School until the time it returns. If the employee must provide his/her own transportation he/she will be reimbursed at the IRS rate.

2. Employees volunteering to supervise two extra duty events (which take place after 3:45 p.m.) shall receive a yearly events pass for employee and one guest to school activities.

ARTICLE XX: DURATION

A. Printing Agreement

Copies of this Agreement shall be printed, with the expense divided equally between the Board and the DEA within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees covered by this Agreement, and be made available to candidates for position in the District. The Board shall provide the Association with ten (10) additional copies.

B. Effect of Agreement

This agreement supersedes and cancels all previous agreements and practices relating to items covered in this Agreement between the board and the Association or any employee. Unless expressly stated to the contrary herein, this Agreement constitutes the entire agreement between the parties.

C. Duration


The duration of the language items of this contract is July 1, 2005 through June 30, 2007. The Association and District mutually agree to open and negotiate Schedule I, Schedule II, and Schedule III in 2005 for the 2006-2007 school year. The District and Association can open and negotiate other articles of this contract in 2005 by mutual consent.

In witness whereof the parties have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signature places thereon, all on the 5th day of April, 2005.

Denver Education Association

Denver Community School
Board of Education

By 
Its President

By 
Its President

By Steve Moon

By Kathryn A. Walds-Gilbert

By Dawn M. Sage

By Craig L. Lehmann

By Kristin Curtis

By Tom P. Calabro

By Lenny St. John

By _____

By 
NEGOTIATION TEAM MEMBERS

NEGOTIATION TEAM MEMBERS

SCHEDULE I							
DENVER COMMUNITY SCHOOL DISTRICT							
TEACHER SALARY SCHEDULE							
2005-2006 SCHOOL YEAR							
BASE	22492	22742	22992	23242	23492	23742	23992
First Inc 4%	900	910	920	930	940	950	960
Sec Inc 3.5%	787	796	805	813	822	831	840
Horizontal \$250							
Scale Step	BA	BA +8	BA +15	BA +23	BA+30	MA	MA +15
1	22492	22742	22992	23242	23492	23742	23992
2	23392	23652	23912	24172	24432	24692	24952
3	24291	24561	24831	25101	25371	25641	25911
4	25191	25471	25751	26031	26311	26591	26871
5	26091	26381	26671	26961	27251	27541	27831
6	26990	27290	27590	27890	28190	28490	28790
7	27890	28200	28510	28820	29130	29440	29750
8	28790	29110	29430	29750	30070	30390	30710
9	29689	30019	30349	30679	31009	31339	31669
10	30589	30929	31269	31609	31949	32289	32629
11	31376	31839	32189	32539	32889	33239	33589
12	32164	32635	33108	33468	33828	34188	34548
13	32951	33431	33913	34398	34768	35138	35508
14	33738	34227	34718	35212	35708	36088	36468
15	34525	35023	35523	36025	36530	37038	37428
16		35819	36327	36839	37352	37868	38267
17			37132	37652	38175	38699	39107
18				38466	38997	39530	39947
19				39279	39819	40361	40786
20					40641	41192	41626
						42023	42466

SCHEDULE II

The following schedule will determine the rate of pay for those involved in extra curricular activities. The numbers represent a percentage of BA base salary.

Based on \$22,492

	Head Football	Head Volleyball	Asst Track	Variety Show
	Head Basketball	Speech	Boys Golf	MS Track
	Head Wrestling	Asst Football	Girls Golf	MS Volleyball
	Instrumental	Asst Basketball	Asst Softball	Asst Inst Music
	Vocal Music	Asst Wrestling	Asst Volleyball	Asst X Country
		Head Track	Asst Baseball	MS Cheerleader
		Head Baseball	Boys X Country	MS Baseball
		Head Softball	Girls X Country	MS Softball
		Cheerleading	Asst Soccer	Prom Sponsor
		Head Soccer	Annual	Asst Golf
		School Play		
1st	11% - 2474	7% - 1574	5% - 1125	4% - 900
2nd	12% - 2699	8% - 1799	6% - 1350	5% - 1125
3rd	13% - 2924	9% - 2024	7% - 1574	6% - 1350
4th	14% - 3149	10% - 2249	8% - 1799	7% - 1574
5th	15% - 3374	11% - 2474	9% - 2024	8% - 1799
8th	16% - 3599	12% - 2699	10% - 2249	9% - 2024

The following activities are recompensed at 1% (\$225) of the base.

1. Grounds- summer baseball, summer softball, girls and boys track.
2. Game coach for middle school football.
3. Art teachers - one elementary and one secondary art show.

Employees shall advance one step per year. An assistant coach moved to head coach position shall be placed at the same year step as he or she would maintain as an assistant. New personnel in this system shall be placed on step at discretion of the administration based on interpretation of previous experience.

Employee participation in extra-curricular activities which requires the CPR certification will have the appropriate class fees and the American Heart Association certificate fees paid by the Board.

SCHEDULE III - INSURANCE BENEFITS

- A.** The board agrees to provide all eligible employees with insurance programs.
1. The Board will contribute to the health and dental premiums for those employees working 70% time or more.
 2. The Board shall pay a pro-rated premium proportionate to the employees contracted work time if more than 50% time.
 3. Those employees working less than 50% time shall not be eligible for any employer paid insurance benefits.
 4. Part time employees who work 20 hours per week may participate in the group insurance program at their own expense.
- B.** All terms and conditions of the provided insurance benefits, not listed in this article, shall be as stated in the insurance contract provided by the carrier. No reduction in any benefit or coverage, based on the 2002-03 level of coverage, shall occur because of a change in carriers. The Board provides single insurance programs shall be for the period of twelve (12) consecutive months beginning July 1st and ending June 30th.
1. **Medical Insurance**
 - a. The District shall pay the full cost of the single Amended Protector 100 with Alliance select, less \$.22 per month for eligible employees as described in Section A above. If an employee opts for a higher deductible, the employee shall have the choice of getting the difference in premium costs in a TSA or cash increase in monthly salary.
 - b. \$304.45 towards dependent coverage/TSA for the period of twelve (12) consecutive months beginning September 1 and ending on August 31. The District shall pay the increased premium for dependent coverage for the months of July and August.
 - c. In the event that an employee who can demonstrate proof of group coverage from some other source elects to drop the district's medical insurance coverage, the savings in the cost of a single premium shall be distributed as follows:

- (1) 50% shall be returned to the employee who has dropped the coverage as an addition to the TSA which the employee receives for declining dependent coverage.
- (2) 40% shall be applied to increase the base salary of Schedule I.
- (3) 10% shall be savings to the district.

2. Dental Insurance

- a. The district shall pay single dental insurance premiums in full.
- b. The employee may participate in family coverage at the employee's expense through payroll deduction.
- c. Single dental has \$1,000 limit.

3. Long Term Disability (LTD)

- a. The Board shall pay the employee's coverage in full.

4. Life Insurance

- a. The Board shall pay the employee's premium on a \$15,000 life insurance policy.
- b. Employees may participate in additional family coverage at the employee's expense.

- C. Coverage shall be for the duration of employment. New employees shall be covered, if application is made timely, on the 1st of the month following or coinciding with their date of employment.
- D. At the conclusion of Board contribution, any of the insurance benefits may be continued at the employee's expense, subject to conditions and regulations of the carrier.

Letter of Understanding - Flex time option:

Certificated staff members of the Denver Community School District will have the following options in meeting the contractual day of work:

Option A: 7:45 A.M. - 3:30 P.M.

Option B: 8:00 A.M. - 3:45 P.M.

The certificated staff will have an opportunity to designate which option they prefer. Staff members will be responsible for advising their building principal of their choice at the beginning of each quarter.

SCHEDULE B
LEAVE REQUEST
DENVER COMMUNITY SCHOOL

Employee: _____ Date of absence: _____

Type of leave requested:

_____ Sick _____ Days _____ Hours Indicate times: _____ - _____

_____ Family Illness _____ Days _____ 1/2 Day Relationship: _____

To be requested in advance:

_____ Personal _____ Days _____ Hours Indicate time: _____ - _____

_____ Field Trip _____ Days _____ 1/2 Day

_____ Bereavement _____ Days Relationship: _____

Date of Interment: _____

_____ Professional Day _____ Days _____ 1/2 Day Conference/Activity: _____

Location: _____

_____ Technology Day _____ Days _____ 1/2 Day Conference/Activity: _____

Location: _____

_____ Other _____ Days _____ Hours

(Explain) _____

Expenses: (Attach receipts)

Registration: _____

Meals: _____

Lodging: _____

Mileage: _____

Total: _____

Employee Signature: _____ Date: _____

To be filled in by administrator:

Administrator: _____ Date Received: _____

Substitute: _____ Date Approved: _____

SCHEDULE C
Payroll Deduction Authorization — Denver Schools

Employee _____ Date _____

I hereby authorize the Secretary of the Board to deduct the following from my semi-monthly check:

1. Annuity — \$_____/payroll for _____ months.

(Name of Insurance Company _____.)

2. Insurance as approved by the Board.

A. Health Yes _____ No _____

B. Life Yes _____ No _____

C. Dental Yes _____ No _____

3. Dues — \$_____/payroll for _____ months.

4. Savings bond — One bond in the amount of \$_____ at the final payroll period of each month for _____ months.

Yes _____ No _____

Signature of Employee

Received by Secretary of Board on _____

Signature of Secretary of Board _____

SCHEDULE D
Grievance Form — Denver School — Level _____

Employee Name _____ Date _____

I hereby submit the following grievance against interpretation or violation of the negotiations agreement, Page _____, Article _____, Said grievable item occurred on _____.

This grievance is submitted to and accepted by _____,
Administrator, on _____, 20____.

Explanation of grievance:

_____	Signature of employee
_____	Signature of employee representative
_____	Signature of administrator

Reply to grievance by _____, administrator, dated
_____, 20____.

_____	Signature of administrator
_____	Signature of employee
_____	Signature of employee representative

SCHEDULE E

Denver Community School District
401 E. Franklin Street
Denver, IA 50622

Confirmation of Medical Examination

Name of Employee

Date of Exam: _____
Day Month Year

I have examined the above-named person and find him/her free of communicable diseases (*including tuberculosis), physical disabilities or emotional disturbances that would prevent or handicap this person from performing assigned duties as _____ in the Denver Community School District.

If this person has a medical problem that might affect this employment, please provide details on the back of this form.

*State law requires a tuberculosis check at the time of this medical examination.

TB test results: Positive _____ Negative _____

Physician's Signature

Please return to: Denver Community School District, 401 E. Franklin Street, Denver, IA 50622.

**Denver Community School District
Seniority Pool Revised 05-02-05**

SECONDARY BUILDING POOLS:

Business Education:	Campbell
Consumer Science:	Wilcox, Cavanah
Driver Education:	Shedenhelm,
English:	Kuecker, Lieb, , St. John, J. Johnson, Stamp
Foreign Language:	Lieb, Colegrove
Guidance:	Roling
Health Education:	Rasmusson
Industrial Technology:	Dutcher
Mathematics:	Stevens, Sage, Wilcox, Berggren
Science:	Peters, Mord, Even, Allen
Social Studies:	Ruiter, Moon, J.Johnson, Oltmann
Reading:	Beck

K-12 SENIORITY POOL:

Art Education:	D. Johnson, Victoria
Media/Technology:	Hunt
Music:	Cooper, Krogmann,
Nurse:	Rasmusson
Physical Education:	Peters, Moon, Shedenhelm, Barrett

DENVER COMMUNITY SCHOOL DISTRICT SENIORITY LIST
 BASED ON CONTINUOUS YEARS OF SERVICE AND DAY/MONTH/YEAR HIRED
 REVISED APRIL 11, 2005

			GRADES 6-12		
NAME	YEARS OF SERVICE	DATE/YEAR HIRED			
GRADES K - 5					
Fowler	28	6/1/1976	Dutcher	31	5/22/1974
Timmerman	28	7/7/1977	Kuecker	28	6/23/1977
Gaies	25	6/28/1979	Ruiter	28	12/22/1977
Leonhart	23	6/8/1982	Stevens, T.	26	11/7/1979
Doepke	22	10/20/1983	Peters	24	4/10/1981
Sexton	21	6/18/1984	Moon	23	10/18/1982
Hunt	16	8/22/1989	Lieb	17	6/27/1988
Shedenhelm	15	7/14/1990	Johnson, D.	16	6/24/1989
Frey	15	8/21/1990	Mord	13	9/25/1992
Victoria	9	8/26/1994	Sage	10	5/23/1995
Loy	9	8/22/1996	St. John	10	8/22/1995
Gross	6	6/1/1999	Rasmusson	8	7/18/1997
Krueger	6	6/2/1999	Roling	7	5/27/1998
Kirchoff	5	7/20/2000	Even	7	6/15/1998
Curtis, K.	4	7/16/2001	Wilcox	5	7/2/2000
Platte	4	7/16/2001	Cooper	3	7/8/2002
Sabelka	2	7/3/2003	Johnson, J.	3	7/11/2002
Brincks	2	7/3/2003	Berggren	2	5/7/2003
Little	1	4/28/2004	Cavanah	2	5/31/2003
Pape	1	5/6/2004	Oltman	1	4/20/2004
Cashman	1	6/7/2004	Beck	1	4/23/2004
Weber	1	6/8/2004	Krogman	1	4/29/2004
Krebsbach	0	5/16/2005	Campbell	1	5/17/2004
			Allen	1	5/22/2004
			Colgrove	1	5/24/2004
			Stamp	0	3/16/2005
			Barrett	0	3/25/2005